

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

April 17, 1997

INVITATION FOR BIDS
NO. IFB-97-171-O

SEALED BIDS
FOR
FURNISHING AND DELIVERING
GLOVES (SAFETY)
ON OAHU

will be received up to and opened at 10:00 a.m.

on

May 8, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Mr. Marc Yamamoto, phone 586-0569.

ROBERT J. GOVERNS, CPPB
Procurement Officer

GLOVES (SAFETY) ON OAHU
IFB-97-171-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Est. Total Bid Price</u>
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GROUP I. LEATHER GLOVES

1. All leather glove; grain cowhide leather; smooth surface; open-top; continuous pull; slip-on cuff; thumb shield; tape fastener; gunn cut pattern. Sizes-S, M, L
(Acceptable Products: Wells Lamont 1178X, Calind 189A, Magid B540T, Sinotech 5026, Revco Industries R9A)

Manufacturer's Brand Name & No.

_____ 2900 pairs \$_____/pr. \$_____

2. All leather glove; select grade (side leather) split cowhide leather; thumb shield; adjustable ball and tape fastener; gunn cut pattern. Sizes-M, L
(Acceptable Products: Wells Lamont 1016, Magid T341T)

Manufacturer's Brand Name & No.

_____ 160 pairs \$_____/pr. \$_____

3. Leather palm glove; flannel back, 100% cotton fabric; select grade split hide leather; full leather thumb; continuous heel; thumb shield; heavy duty lined/stiffened cuff; gunn cut pattern. Sizes-S, M, L

- (1) Safety Cuff, leather knuckle back and fingertips, elastic back strap
(Acceptable Products: H&L 1100, Kafco 5012A, Magid TB25E, Sinotech 2150, Memphis 1400A)

Manufacturer's Brand Name & No.

_____ 1250 pairs \$_____/pr. \$_____

- (2) Gauntlet Cuff, 3/4 leather back
(Acceptable Products: H&L 5571, Magid TG628E, Sinotech 2244, Memphis 1414A)

Manufacturer's Brand Name & No.

_____ 60 pairs \$_____/pr. \$_____

TOTAL SUM BID GROUP I (Items 1-3) \$_____

Offeror_____

Item No.	Description	Estimated Quantity	Unit Price	Est. Total Bid Price
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GROUP II. COTTON & VINYL GLOVES

4. Terrycloth knit glove; high strength cotton yarn knitted with loops for cushioning, high resistance to cut, abrasion and heat; light-medium duty, flexible (designed for finger dexterity), washable, reversible, white or natural, knitwrist. Available in sizes for Men and Women.
(Acceptable Products: Jomac 1776, Magid T924R, Perfit Fit 18A, Memphis 9400 KD)

Manufacturer's Brand Name & No.

_____ 1332 pairs \$_____/pr. \$_____

5. Cotton work glove, 8 oz. wt., white or natural, knitwrist. Available in sizes for Men and Women.
(Acceptable Products: Memphis 8100, Perfit Fit T18A)

Manufacturer's Brand Name & No.

_____ 4500 pairs \$_____/pr. \$_____

6. Vinyl-coated knit lined glove; flexible and non-slip gripping; liquid repellent but not liquid proof; washable; slip-on. Sizes- M, L
(Acceptable Products: Edmont 22-515, Best 963, Memphis 9890)

Manufacturer's Brand Name & No.

_____ 75 pairs \$_____/pr. \$_____

7. Neoprene glove, liquid proof; knit cotton down lined; insulated; flexible and non-slip gripping; washable. Sizes- S, M, L, XL
(Acceptable Products: Edmont 8-352, Pioneer NL-34)

Manufacturer's Brand Name & No.

_____ 200 pairs \$_____/pr. \$_____

8. Vinyl-coated (PVC) super flexible glove; fully lined; curved fingers with wing thumb; 12" gauntlet. Used for handling in oils, acids, caustics and alcohol. Sizes-M, L
(Acceptable Products: Edmond 13-152T)

Manufacturer's Brand Name & No.

_____ 12 pairs \$_____/pr. \$_____

Offeror_____

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Est. Total Bid Price</u>
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GROUP II. COTTON & VINYL GLOVES (CONTINUED)

9. Nitrile, unsupported gloves; solvent resistant; resists abrasion, cuts, snags and punctures; non-slip gripping; curved finger w/wing thumb and contour palm for better fit. Sizes-S, M, L, XL

(1) 11 mils thick, unlined, 11"-13" length
(Acceptable Products: Edmont Sol-vex 37-145, Best 717,
 US Glove 37-145)

Manufacturer's Brand Name & No.

_____ 100 pairs \$_____/pr. \$_____

(2) 15 mils thick, unlined, 11"-13" length
(Acceptable Products: Edmont Sol-vex 37-155, Best 727,
 US Glove 37-155)

Manufacturer's Brand Name & No.

_____ 100 pairs \$_____/pr. \$_____

(3) 22 mils thick, unlined, 13"-15" length
(Acceptable Products: Edmond Sol-vex 37-185, Best 747,
 US Glove 37-185)

Manufacturer's Brand Name & No.

_____ 140 pairs \$_____/pr. \$_____

(4) 15 mils thick, flock-lined, 11"-13" length
(Acceptable Products: Edmond Sol-vex 37-175, Best 730,
 US Glove 37-175)

Manufacturer's Brand Name & No.

_____ 250 pairs \$_____/pr. \$_____

TOTAL SUM BID GROUP II. (ITEMS 4-9(A-D)) \$_____

Offeror_____

Item No.	Description	Estimated Quantity	Unit Price	Est. Total Bid Price
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GROUP III. DISPOSABLE GLOVES

10. Disposal glove; 5 mils thick; seamless sheer vinyl; glove fits either hand; dispenser package, 100 gloves/dispenser. Sizes-S, M, L, XL
(Acceptable Products: Edmont Tru-Touch Sheer 34-500, Magid T5337, Boss 1UP1205, Memphis 5000)
Dispenser Pkg. Size: _____
Manufacturer's Brand Name & No.
_____ 2200 dsprs. \$_____/dsprs. \$_____

11. Disposable gloves; 5 mils thick; seamless latex; glove fits either hand; 9" approx.; powder free, USDA accepted for food handling; dispenser package, 100 gloves/dispenser. Sizes: S, M, L, XL
(Acceptable Product: Boss UL-0001)
Dispenser Pkg. Size: _____
Manufacturer's Brand Name & No.
_____ 1635 dsprs. \$_____/dsprs. \$_____

TOTAL SUM BID GROUP III (ITEMS 10-11) \$_____

BID ITEMS GROUP I LEATHER GLOVES	\$_____
BID ITEMS GROUP II COTTON & VINYL GLOVES	\$_____
BID ITEMS GROUP III DISPOSABLE GLOVES	\$_____
TOTAL SUM BID GROUPS I - III	\$_____

BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION

Location of Warehouse: _____

Business Hours: _____

Telephone Number: _____ FAX Number: _____

Person to Contact: _____

Offeror_____

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Gloves to State agencies on the island of Oahu, shall be in accordance with these Special Provisions, the Specifications and the General Terms and Conditions, dated September 1, 1995, and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii.

COMMITMENT TO PURCHASE

Pursuant to Section 3-121-6, Hawaii Administrative Rules, it is mandatory that all agencies of the Executive Branch purchase from price lists issued by the State Procurement Office. Further, the chief procurement officers for the Judiciary, the Department of Education, and the University of Hawaii agree and commit to the terms of this price list.

Exception to Price List. When quality level or product design is not suited to any agency's purpose, exception may be granted to the agency by the Chief Procurement Officer of the State Procurement Office. To obtain an exception to purchase outside of the price list, agency must submit SPO Form 5, Request for Authorization to Purchase Outside of State Procurement Office Price List, justifying the exception.

TERM OF CONTRACT

Contract shall be for the twelve-month period commencing July 1, 1997 through June 30, 1998, with the option to extend by mutual agreement for a period not to exceed six (6) months.

BIDDER QUALIFICATION

Bidder shall maintain an Oahu-based wholesale or retail business at the time of bidding and during the contract period with warehouse and inventory capabilities for supplying the item(s) bid. Location of warehouse and telephone number shall be stated on Offer Form page OF-5.

Before award(s) are made, the State may conduct a site visitation of bidder's facility to insure that the above qualification requirements are met. Award will not be made to any bidder failing to meet these qualification requirements.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is a question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror should resolve that question prior to submitting an offer.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Bid prices shall be based on "delivery to destination" and shall include all costs incurred except the Hawaii General Excise Tax, currently 4%. The amount of the General Excise Tax may be added to the invoice as a separate line item and shall not exceed the current rate.

Bidder need not bid on all groups in order to qualify for award. In order to be considered for award for a Total Sum Bid, the bidder must bid on all sub-items listed within the group.

Prices submitted shall be in terms of the unit shown. For Items 10 and 11 where bidder's dispenser packaging differs from that specified under Description heading on Offer Form page OF-5, unit price shall be based on bidder's dispenser packaging size. The State will make adjustments necessary for evaluation purposes.

Brand Name and Style No. Bidder must identify on the appropriate space(s) on pages OF-2 through OF-5 the exact brand or manufacturer name and product model number, order number or other identifier(s) of each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid. If any of the called for elements of product information are missing from the bidder's offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Product Information and Samples. Bidder is advised that all samples and product information submitted for consideration and evaluation by the State shall be submitted as specified herein and shall become the property of the State and will not be returned.

This bid solicitation shall be handled on an "acceptable products" basis conducted prior to the bid opening date. Therefore, bidder is advised that only "accepted" (pre-approved) manufacturer's products and model and style numbers will be considered for award.

Bidders interested in bidding on products not already listed as a pre-approved acceptable products shall submit a letter to the State listing the manufacturer/brand name and model style number for each item number bidder intends to bid. In addition, bidder shall submit the manufacturer's current catalog(s), detailed product specifications and exact samples of the style numbers for which bidder is requesting product approval. Pre-

Product Information and Samples. (continued)

approval of manufacturer's product and styles will assure the State that products and styles submitted for each item bid does in fact meet the quality and specifications required. Bidder shall submit to the State Procurement Office letter, samples, product specifications and manufacturer's current catalog(s) no later than by 2:00 p.m., April 28, 1997, for product evaluation of acceptability. Failure to comply shall be cause for automatic rejection of bid for products not listed as an acceptable product. The Procurement Officer reserves the right to be the sole judge of the acceptability of the product and its decision shall be final. Any manufacturer's product and style determined by the State, upon evaluation, to be an acceptable product, will be listed on an addendum that will be issued prior to bid opening date.

Packaging for Items 10 and 11. Bidder shall indicate how his products are packaged on the appropriate space(s). Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

Tax Clearance. An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

QUANTITIES

Quantities listed herein are estimates for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, vendors are urged to bid only on regular stock items to avoid inventory hardships that could arise from stocking bags for State use only. In the event the estimated requirements do not materialize in the quantities listed in the IFB, such failure shall not constitute grounds for equitable adjustment under this contract.

The State shall have the right to order larger or smaller quantities at the bid prices quoted herein; however, the right to purchase larger quantities shall be limited to 10% more than the estimates shown herein. The Contractor, at his option, may cancel any line item when such a maximum is reached. Cancellation notice shall be in writing to the Procurement officer and shall include a running record of purchases by State of Hawaii agencies.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interest of the State.

METHOD OF AWARD

Award(s), if made, shall be to the responsive and responsible bidder(s) submitting the lowest total sum bid for each group. In order to be considered for award for a Total Sum Bid, the bidder must bid on all items and sub-items listed within the group.

CONTRACT EXECUTION

Formal written contract(s) and performance and payment bonds (Section 3.3 and 3.4 of the General Terms and Conditions) will not be required for award made in response to this bid solicitation. Successful bidder will receive a notice of award by letter to which will be attached a State Procurement Office Price List showing the items which the respective successful bidder has been awarded.

CONTRACT EXECUTION (continued)

This method of award does not waive compliance with Specifications, Special Provisions and General Terms and Conditions of the bid.

QUALITY OF PRODUCTS

Items covered by these provisions shall be guaranteed to be of the quality and specifications specified in this Invitation for Bids and described in the manufacturer's catalog or brochure. Items shall be free from defects in material and workmanship. Any item found defective will be exchanged on a one-for-one-basis by the Contractor at no additional charge.

ORDERING, INVOICING AND PAYMENT

Orders will be placed with the Contractor(s) by the various State agencies on Oahu as supplies are needed. Contractor(s) shall forward invoices in triplicate directly to the ordering agency and shall invoice the agency at the contracted unit prices, plus the applicable Hawaii General Excise Tax.

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. The State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

DELIVERY

On orders of twenty-five (25) pairs or more of any item, the State will allow the Contractor thirty (30) calendar days from the date of receipt of purchase order to complete delivery. Notwithstanding the foregoing, if any agency is unable to wait for a backorder to be filled, the Procurement Officer may grant approval for the agency to purchase the item(s) outside of the price list. On orders less than twenty-five (25) pairs of any item, deliveries shall be made within seven (7) working days.

Orders less than \$40.00 shall be on a "will call" basis and delivered only at the option of the Contractor.

SERVICING

In the event a complaint regarding a vendor's product is filed, the vendor must meet with the agency at the agency's place of business to resolve the problem. This shall take place within one week of the complaint and without additional charge to the State.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in this contract in accordance with terms and conditions stated herein. If a Contractor is unable to deliver the product(s) under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering

FAILURE TO DELIVER (continued)

agency to deliver an acceptable substitute which meets or exceeds the specifications of the contract item, at the contract price quoted. It shall be the Contractor's responsibility to obtain such acceptable substitute. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and bar the Contractor from future bidding.

SALES REPORT

Ninety (90) days prior to expiration of the contract, Contractor shall submit a written report to Marc Yamamoto, State Procurement Office.

The report shall cover the first eight (8) months of the contract period. Contractor shall list each item awarded (numbered and listed in consecutive order) with a brief description and the number of units sold for the period specified. Failure of the contractor to submit the report as required will reflect negatively upon his performance record. Contractors are hereby advised that past and current performance will be considered in the evaluation of future bids submitted in response to solicitations issued by the State Procurement Office.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

SPECIAL PROVISIONS

SP-7